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6 Attorneys for Plaintiffs Boards of Trustees of
Sheet Metal Workers Local 104 Health Care Plan, et al.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 BOARDS OF TRUSTEES OF
12 SHEET METAL WORKERS LOCAL 104
HEALTH CARE PLAN, et al.,

13 Plaintiffs,

14 v.

15 BAY AREA BALANCING AND
16 CLEANROOMS, INC.; MARK AVILA,
individually,

17 Defendants.

Case No. C14-01739 HSG

**JUDGMENT PURSUANT TO
STIPULATION**

18 IT IS HEREBY STIPULATED and AGREED (the “Stipulation”) by and between the parties
19 hereto, that Judgment shall be entered in the within action in favor of Plaintiffs Boards of Trustees of
20 Sheet Metal Workers Local 104 Health Care Plan, et al. (“Plaintiffs” or “Trust Funds”) and against
21 Defendant Bay Area Balancing and Cleanrooms, Inc. and Mark Avila, individually (collectively
22 “Defendants”), as follows:

23 1. Defendant Bay Area Balancing and Cleanrooms, Inc. is signatory to and bound by the
24 terms of a Collective Bargaining Agreement(s) (“Bargaining Agreement”) with the Plaintiff Union
25 (“Union”). The Bargaining Agreement is still in full force and effect.

26 2. Mark Avila (“Guarantor” or “Avila”) confirms that he is authorized to enter into this
27 Stipulation on behalf of Defendant Bay Area Balancing and Cleanrooms, Inc. Avila further confirms
28

that he is personally guaranteeing the amounts due herein and, as such, agrees to be added as a named Defendant to the above-captioned action. Defendants/Guarantor specifically consent to the Court's jurisdiction, as well as the use of a Magistrate Judge for all proceedings, including entry of judgment herein. Defendants/Guarantor further confirm that all successors in interest, assignees, and affiliated entities (including, but not limited to, parent or other controlling companies), and any companies with which Defendants join or merge, if any, shall also be bound by the terms of this Stipulation as Guarantors. This shall include any additional entities in which Guarantor is an officer, owner or possesses any controlling ownership interest. All such entities shall specifically consent to the Court's jurisdiction, the use of a Magistrate Judge for all proceedings, and all other terms herein, in writing, at the time of any assignment, affiliation or purchase.

3. The parties agree that the settlement set forth herein encompasses and settles any and all amounts due or that may be claimed to be due to Plaintiffs by Defendants for the period from January 1, 2010, through June 30, 2016.

4. Plaintiffs allege that Defendants are currently indebted to the Trust Funds as follows:

Work Month	Total Contributions Due	Unpaid Contributions	20% LDs	10% Interest (thru 7/26/16)	Subtotals
Mar-14	\$5,072.92	\$0.00	\$1,014.58	\$686.65	\$1,701.23
Apr-14	\$5,072.92	\$0.00	\$1,014.58	\$669.88	\$1,684.46
May-14	\$5,072.92	\$434.87	\$1,014.58	\$959.34	\$2,408.79
Jun-14	\$5,072.92	\$5,072.92	\$1,014.58	\$1,024.43	\$7,111.93
Jul-14	\$5,232.42	\$5,232.42	\$1,046.48	\$1,009.58	\$7,288.48
Aug-14	\$5,232.42	\$5,232.42	\$1,046.48	\$965.25	\$7,244.15
Sep-14	\$5,232.42	\$5,232.42	\$1,046.48	\$922.35	\$7,201.25
Oct-14	\$5,232.42	\$5,232.42	\$1,046.48	\$878.02	\$7,156.92
Nov-14	\$5,232.42	\$5,232.42	\$1,046.48	\$835.12	\$7,114.02
Dec-14	\$5,232.42	\$5,232.42	\$1,046.48	\$790.79	\$7,069.69
Jan-15	\$5,108.42	\$5,108.42	\$1,021.68	\$730.80	\$6,860.90
Feb-15	\$5,108.42	\$5,108.42	\$1,021.68	\$691.60	\$6,821.70
Mar-15	\$5,108.42	\$5,108.42	\$1,021.68	\$648.20	\$6,778.30
Apr-15	\$5,108.42	\$5,108.42	\$1,021.68	\$606.20	\$6,736.30
May-15	\$5,108.42	\$5,108.42	\$1,021.68	\$562.80	\$6,692.90
Jun-15	\$5,108.42	\$5,108.42	\$1,021.68	\$520.80	\$6,650.90
Jul-15	\$5,286.92	\$5,286.92	\$1,057.38	\$494.45	\$6,838.75

Continued on next page...

Aug-15	\$5,286.92	\$5,286.92	\$1,057.38	\$449.50	\$6,793.80
Sep-15	\$5,286.92	\$5,286.92	\$1,057.38	\$403.10	\$6,747.40
Oct-15	\$5,286.92	\$5,286.92	\$1,057.38	\$358.15	\$6,702.45
Nov-15	\$5,286.92	\$5,286.92	\$1,057.38	\$314.65	\$6,658.95
Dec-15	\$5,286.92	\$5,286.92	\$1,057.38	\$269.70	\$6,614.00
Jan-16	\$5,286.92	\$5,286.92	\$1,057.38	\$224.75	\$6,569.05
Feb-16	\$5,286.92	\$5,286.92	\$1,057.38	\$182.70	\$6,527.00
Mar-16	\$5,286.92	\$5,286.92	\$1,057.38	\$137.75	\$6,482.05
Apr-16	\$5,286.92	\$5,286.92	\$1,057.38	\$94.25	\$6,438.55
May-16	\$5,286.92	\$5,286.92	\$1,057.38	\$49.30	\$6,393.60
Jun-16	\$5,286.92	\$5,286.92	\$1,057.38	\$5.80	\$6,350.10
Subtotal:					\$175,637.62
Contributions due per Audit (1/1/10-9/30/13):					\$118,658.81
20% LDs due per Audit:					\$23,731.76
10% Interest due per Audit (through 7/14/14):					\$23,408.97
Additional 10% Interest (7/15/14-7/26/16):					\$24,154.93
Audit Testing Fees					\$12,827.81
Subtotal:					\$202,782.28
Attorneys' Fees (9/11/13-7/25/16):					\$47,321.50
Costs (9/11/13-7/25/16):					\$2,364.22
Subtotal:					\$59,685.72
TOTAL DUE:					\$438,105.62

5. The parties have agreed to resolve this matter for the total sum of \$225,000.00, payable pursuant to the terms set forth below.

REQUIREMENTS UNDER THE TERMS OF THIS STIPULATION

6. Notice requirements pursuant to the terms of this Stipulation are as follows:

- a) **Notices to Defendants/Guarantor:** Mark Avila, Bay Area Balancing and Cleanrooms, Inc., 302F Toyon Ave., #114, San Jose, CA 95127; email: mark@bayareabalancing.com, copy to Joseph McCarthy, at joe@mccarthyllawcorp.com
- b) **Notices to Plaintiffs:** Michele R. Stafford, Saltzman & Johnson Law Corp., 44 Montgomery Street, #2110, San Francisco, CA 94104; email: mstafford@sjlawcorp.com, copy to compliance@sjlawcorp.com

7. The requirements pursuant to the terms of this Stipulation are as follows:

a) **Monthly Payments:** Defendants/Guarantor shall pay the amount of **\$225,000.00** in settlement of this matter, as follows:

i) Payments in the amount of **\$2,500.00 per month** shall begin on September 22, 2016, and continue on or before the 22nd day of each month thereafter **for a period of twenty-four (24) months**, through and including August 22, 2018.

ii) Payments in the amount of **\$3,500.00 per month** shall begin on September 22, 2018, and continue on or before the 22nd day of each month thereafter **until the amounts due under this Stipulation are paid in full.**

iii) Plaintiffs may require that Defendants/Guarantor pay electronically by wire transfer, or by cashier's check.

iv) Defendants/Guarantor shall have the right to increase the monthly payments at any time and there is no penalty for prepayment.

v) Payments shall be applied first to interest, at the rate of 10% per annum in accordance with the Bargaining Agreement and Trust Agreements, and then to principle. Interest shall begin to accrue on July 27, 2016.

vi) If Defendants/Guarantor pay \$200,000.00 in principal within four (4) years, the remaining \$25,000.00 due in principal will be waived.

b) **Bond Requirement:** Defendants are required to post a bond pursuant to the terms of the Bargaining Agreement, in the amount of \$10,000.00.

c) **Contributions:** Beginning with contributions due for hours worked by Defendants' employees during the month of July 2016, and for every month thereafter until this Judgment is satisfied, Defendants shall remain current in reporting and payment of contributions due to Plaintiffs under the terms of the Collective Bargaining Agreement(s).

d) **Job Report:** Beginning with the month of July 2016, and for every month thereafter, Defendants shall fully disclose all jobs on which they are working by providing Plaintiffs with fully completed job reports on the form attached hereto as Exhibit A. Upon request by Plaintiffs, Defendants shall also provide Plaintiffs with copies of Certified Payroll Reports.

e) **Audit:** Should the Trust Funds request an audit of Defendants' payroll records pursuant to the requirements of the Bargaining Agreement and/or Trust Agreements, Defendants must contact the auditor within seven days of receiving notice, and must schedule the audit as requested.

1 i) In the event that amounts are found due to Plaintiffs as a result of the
2 audit, Plaintiffs shall send a copy of the audit report, and written demand for payment to Defendants. In
3 the event that the audit findings are not contested, payment in full shall be delivered to Michele R.
4 Stafford at the address provided above.

5 ii) In the event that Defendants dispute the audit findings, Defendants must
6 provide the dispute in writing, with all supporting documentation within ten (10) days of the date of the
7 demand. Defendants shall be notified as to whether revisions will be made to the audit. If revisions are
8 not made, payment will be immediately due. If revisions are made, payment in full of the revised
9 amount shall be immediately due.

10 iii) If Defendants are unable to make payment in full, Defendants may submit
11 a request to add the amounts found due to this Stipulation. If the Stipulation is so revised, Defendants
12 shall execute the Amended Judgment or Amendment to Judgment within ten (10) days of receipt.
13 Failure to execute the revised agreement shall constitute a default of the terms herein.

14 iv) Failure by Defendants to submit either payment in full or a request to add
15 the amounts due to this Judgment within ten days of receipt shall constitute a default of the obligations
16 under this agreement. All amounts found due on further audit shall immediately become part of this
17 Judgment.

18 f) **Fees:** Defendants/Guarantor shall pay all additional attorneys' fees and costs
19 incurred through Satisfaction of Judgment, whether or not a default occurs.

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8. In summary, Defendants/Guarantor shall deliver the following payments and documents to Plaintiffs, at the following locations, on or before the following delivery deadlines, until this Stipulation has been fully satisfied:

Required Submissions	Delivery deadlines ¹	Delivery locations
Stipulated payments in the amount of \$2,500.00 payable to <i>Sheet Metal Workers of Northern California Trust Funds</i>	22nd day of each month (9/22/16-8/22/18)	Michele R. Stafford Saltzman & Johnson Law Corp. 44 Montgomery Street, #2110 San Francisco, CA 94104
Stipulated payments in the amount of \$3,500.00 payable to <i>Sheet Metal Workers of Northern California Trust Funds</i>	22 nd day of each month (9/22/18 and 22nd of every month thereafter until amounts due under Stipulation paid in full)	Michele R. Stafford Saltzman & Johnson Law Corp. 44 Montgomery Street, #2110 San Francisco, CA 94104
Current contribution reports and payments (beginning with 7/16 contributions) payable to <i>Sheet Metal Workers of Northern California Trust Funds</i>	22nd day of each month (8/22/16 and 22nd of every month thereafter until amounts due under Stipulation paid in full)	Michele R. Stafford Saltzman & Johnson Law Corp. 44 Montgomery Street, #2110 San Francisco, CA 94104 Plus copies to: compliance@sjlawcorp.com (subject: "Bay Area Balancing"); and Sheet Metal Workers of Northern California Trust Funds PO Box 45312 San Francisco, CA 94145
Completed job reports (form attached as Exhibit A to Stipulation) (beginning with jobs worked in 7/16) and Certified Payroll (if requested)	22nd day of each month (8/22/16 and 22nd of every month thereafter until amounts due under Stipulation paid in full)	Michele R. Stafford Saltzman & Johnson Law Corp. 44 Montgomery Street, #2110 San Francisco, CA 94104 or compliance@sjlawcorp.com (subject: "Bay Area Balancing")

9. Failure to comply with any of the above terms, including submitting a payment that does not clear the bank and/or failing to post the required bond, shall constitute a default of the obligations under this Stipulation.

DEFAULTS UNDER THE TERMS OF THIS STIPULATION

10. If default occurs, Plaintiffs shall make a written demand to Defendants/Guarantor, to cure

¹All monthly submission requirements shall continue until all amounts have been paid and a Satisfaction of Judgment has been filed with the Court.

1 said default *within seven days of the date of the notice from Plaintiffs*. In the event default is not cured
2 within the required time frame, all amounts remaining due hereunder (after application of principal
3 payments made, if any) shall be due and payable on demand by Plaintiffs. These amounts shall include
4 Defendants' required bond amount (if unpaid), additional (current) contributions/liquidated
5 damages/interest, and additional attorneys' fees and costs incurred herein.

6 11. Any unpaid or late-paid contributions, together with 20% liquidated damages and 10%
7 per annum interest, shall become part of this Judgment. Plaintiffs reserve all rights available to collect
8 any contributions and related amounts not included herein. This includes, but is not limited to any
9 amounts due pursuant to employee timecards or paystubs, by audit, or other means. Should Defendants
10 fail to submit a report for any month, contributions shall be estimated pursuant to Trust Fund policy.
11 Defendants/Guarantor specifically waive the defense of the doctrine *res judicata* as to any such
12 additional amounts determined as due.

13 12. A Writ of Execution may be obtained without further notice, in the amount of the unpaid
14 balance plus any additional amounts due under the terms herein. Such Writ of Execution may be
15 obtained solely upon declaration by a duly authorized representative of Plaintiffs setting forth the
16 balance due as of the date of default.

17 **MISCELLANEOUS PROVISIONS**

18 13. The above requirements remains in full force and effect regardless of whether or not
19 Defendants have ongoing work, whether Defendants' account with the Trust Funds is active, or whether
20 Defendants are signatory to a Collective Bargaining Agreement with the Union. If, for any reason,
21 Defendants have no work to report during a given month, Defendants shall submit the job report form
22 (Exhibit A attached hereto) indicating that there are no current jobs. If Defendants have no contributions
23 to report, Defendants shall submit the applicable contribution report stating "no employees."

24 14. Payments made by joint check shall be endorsed on behalf of Defendants prior to
25 submission, and may be applied toward Defendants' monthly stipulated payment, provided that the
26 issuer of the joint check is not requesting a release in exchange for the payment. Joint checks for which a
27 release is requested may not be applied toward Defendants' monthly stipulated payment, but shall be
28 deducted from the total balance owed under this Stipulation, provided the payment is for contributions

1 included in this Stipulation.

2 15. Prior to the last payment pursuant to this Stipulation, Plaintiffs shall advise
3 Defendants/Guarantor as to the final amount due, including additional interest, any current contributions
4 and related amounts, Defendants' bond requirement, if unpaid, and all additional attorneys' fees and
5 costs incurred by Plaintiffs, whether or not Defendants default herein. Any additional amounts due shall
6 be paid in full with the final stipulated payment.

7 16. Upon receipt of evidence of Defendants' required bond, execution of this Stipulation, and
8 receipt and bank clearance of the first stipulated payment required herein, Plaintiffs' Trust Funds will
9 provide a letter to the International Training Institute stating that Defendant Bay Area Balancing and
10 Cleanrooms, Inc. is current in its financial obligations. Plaintiffs' Trust Funds agree to cooperate in any
11 requests for information by the International Training Institute relative to Defendants' TABB
12 Certification.

13 17. Under the Subscription Agreement, an owner/member is ineligible for health care
14 coverage if (s)he fails to make timely contributions currently or in the past. As Defendant Bay Area
15 Balancing and Cleanrooms, Inc. failed to make timely contributions, Mark Avila is not eligible for
16 health care coverage under the terms of the Subscription Agreement. However, upon execution of this
17 Stipulation by all parties, the Board of Trustees of Plaintiff Health Care Plan has approved a waiver of
18 this provision, allowing Mark Avila to be eligible for health care coverage under the terms of the
19 Subscription Agreement. Such coverage shall be reinstated upon bank clearance of the first payment
20 due to be made under the terms of this Stipulation.

21 18. Defendants/Guarantor waive any notice of Entry of Judgment or of any Request for a
22 Writ of Execution, and expressly waives all rights to stay of execution and appeal.

23 19. Any failure on the part of Plaintiffs to take any action as provided herein in the event of
24 any breach of the provisions of this Stipulation shall not be deemed a waiver of any subsequent breach.

25 20. Defendants/Guarantor have represented that they do not intend to file for Bankruptcy
26 protection. In the event that Defendants/Guarantor file for Bankruptcy protection, Defendants/Guarantor
27 specifically agree that the amounts due hereunder, which are employee benefits and related sums, shall
28 not be dischargeable. Defendants/Guarantor agree to reaffirm this debt, and will not request that the debt

1 be discharged.

2 21. Mutual Release:

3 a) Defendants Bay Area Balancing and Cleanrooms, Inc., and Mark Avila hereby
 4 fully and forever release any and all causes of action, and/or claims, liens, demands, obligations,
 5 damages, or liabilities of any nature whatsoever, whether brought in state or federal court, arbitration, or
 6 before the National Labor Relations Board or any other agency or forum, against Plaintiff Sheet Metal
 7 Workers' Local Union No. 104, its officers, employees, agents, representatives, attorneys, affiliates,
 8 predecessors, successors, and assigns, including but not limited to Bruce Word and Robert Hansen
 9 (hereafter "Local 104 Releasees"), through the date of settlement, including but not limited to all claims
 10 that arise out of the facts alleged in the Proposed Counterclaim (Dkt. 63) and/or the Complaint in *Bay*
 11 *Area Balancing & Cleanrooms, Inc. v. Sheet Metal Workers' Local Union No. 104 et al.*, Case No. 16-
 12 03725 JSW (N.D. Cal.) (Dkt. 1-1).

13 b) Defendants Bay Area Balancing and Cleanrooms, Inc. and Mark Avila shall be
 14 deemed to have expressly waived and relinquished to the fullest extent permitted by law the provisions,
 15 rights, and/or benefits they might otherwise have had against the Local 104 Releasees pursuant to
 16 Section 1542 of the California Civil Code, which provides as follows:

17 *A general release does not extend to claims which the creditor does not know or suspect*
 18 *to exist in his or her favor at the time of executing the release, which if known to him or*
 19 *her must have materially affected his or her settlement with the debtor.*

20 c) Except as expressly set forth in this Stipulation, Sheet Metal Workers' Local
 21 Union No. 104 and its officers, employees, and agents hereby fully and forever release any and all
 22 causes of action, and/or claims, liens, demands, obligations, damages, or liabilities of any nature
 23 whatsoever, whether brought in state or federal court, arbitration, or before the National Labor Relations
 24 Board or any other agency or forum, against Defendant Bay Area Balancing and Cleanrooms, Inc. or
 25 Defendant Mark Avila ("Bay Area Releasees"), through the date of settlement. This release shall not be
 26 construed to bar any claim by an employee of the Bay Area Releasees for any violation by the Bay Area
 27 Releasees of state or federal law, violation of any collective bargaining agreement between the Bay Area
 28 Releasees and Local 104, workers' compensation, unemployment insurance, or for any claim or cause of

1 action based on violation of the National Labor Relations Act; and shall not be construed to prohibit the
 2 Local 104 Releasees, or any of them, from assisting any such employee in the prosecution of any such
 3 claim.

4 (d) Except as expressly set forth in this Stipulation, the Local 104 Releasees shall be
 5 deemed to have expressly waived and relinquished to the fullest extent permitted by law the provisions,
 6 rights, and/or benefits they might otherwise have had pursuant to Section 1542 of the California Civil
 7 Code, which provides as follows:

8 *A general release does not extend to claims which the creditor does not know or suspect*
 9 *to exist in his or her favor at the time of executing the release, which if known to him or*
 10 *her must have materially affected his or her settlement with the debtor.*

11 22. Once this Stipulation is fully executed by the parties, Defendants shall file a dismissal
 12 with prejudice of *Bay Area Balancing & Cleanrooms, Inc. v. Sheet Metal Workers' Local Union No. 104*
 13 *et al.*, Case No. 16-03725 JSW (N.D. Cal.)

14 23. Should any provisions of this Stipulation be declared or determined by any court of
 15 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of
 16 the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or
 17 invalid part, term, or provisions shall be deemed not to be part of this Stipulation.

18 24. This Stipulation is limited to the agreement between the parties with respect to the unpaid
 19 and delinquent contributions and related sums enumerated herein, owed by Defendants to Plaintiffs.
 20 This Stipulation does not in any manner relate to withdrawal liability claims, if any. Defendants
 21 acknowledge that Plaintiffs expressly reserve their right to pursue withdrawal liability claims, if any,
 22 against Defendants and all of their control group members, as provided by Plaintiffs' Plan documents,
 23 Trust Agreements incorporated into their Bargaining Agreements, and applicable laws and regulations.

24 25. This Stipulation contains all of the terms agreed to by the parties and no other agreements
 25 have been made. Any changes to this Stipulation shall be effective only if made in writing and signed by
 26 all parties hereto.

27 26. This Stipulation may be executed in any number of counterparts and by facsimile, each of
 28 which shall be deemed an original and all of which shall constitute the same instrument.

27. Defendants/Guarantor represent and warrant that they have had the opportunity to be or have been represented by counsel of their own choosing in connection with entering this Stipulation under the terms and conditions set forth herein, that they have read this Stipulation with care and are fully aware of and represent that they enter into this Stipulation voluntarily and without duress.

28. The parties agree that the Court shall retain jurisdiction of this matter until this Judgment is satisfied.

DATED: August 22, 2016

**BAY AREA BALANCING AND
CLEANROOMS, INC.**

By: /S/
Mark Avila
RMO/CEO/President of Defendant Bay Area
Balancing and Cleanrooms, Inc.

DATED: August 22, 2016

MARK AVILA

By: /S/
Mark Avila
Individually, as Defendant and Guarantor

DATED: September 12, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: /S/
Paul Steckel
Trustee of Plaintiffs' Trust Funds

DATED: September 6, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: /S/
Joseph Maraccini
Trustee of Plaintiffs' Trust Funds

DATED: September 6, 2016

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION LOCAL
UNION NO. 104**

By: /S/
Joseph Maraccini
Financial Secretary-Treasurer/Recording
Secretary for Sheet Metal Workers' International
Association Local Union No. 104

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APPROVED AS TO FORM:

By: LAW OFFICES OF JOSEPH W. MCCARTHY

DATED: September 21, 2016

/S/
Joseph W. McCarthy
Attorney for Defendants/Guarantor

By: SALTZMAN & JOHNSON LAW
CORPORATION

DATED: September 23, 2016

/S/
Erica J. Russell
Attorneys for Plaintiffs Boards of Trustees of
Sheet Metal Workers Local 104 Health Care
Plan, et al.

By: ALTSHULER BERZON LLP

DATED: September 6, 2016

/S/
Eileen B. Goldsmith
Attorneys for Plaintiff Sheet Metal Workers'
International Association Local Union No. 104

IT IS SO ORDERED.

IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall retain jurisdiction over this matter.

DATED: ___, 2016

UNITED STATES DISTRICT JUDGE

EXHIBIT A
JOB REPORT FORM

Updated Job Reports shall be delivered to Saltzman & Johnson Law Corporation at 44 Montgomery Street, Suite 2110, San Francisco, California 94104 or to compliance@sjlawcorp.com by the 22nd day of each month.

Employer: BAY AREA BALANCING AND CLEANROOMS, INC.

Report for the month of _____, 20__ Submitted by: _____

Project Name:		Public or Private? (Circle one)
Project Address:		
General Contractor:		
General Contractor Address:		
General Contractor Telephone #:	Project Manager Name:	
Project Manager Telephone #:	Project Manager email address:	
Contract #:	Contract Date:	
Total Contract Value:		
Work Start Date:	Work Completion Date:	
Project Bond #:	Surety:	

Project Name:		Public or Private? (Circle one)
Project Address:		
General Contractor:		
General Contractor Address:		
General Contractor Telephone #:	Project Manager Name:	
Project Manager Telephone #:	Project Manager email address:	
Contract #:	Contract Date:	
Total Contract Value:		
Work Start Date:	Work Completion Date:	
Project Bond #:	Surety:	

Attach additional sheets as necessary

27. Defendants/Guarantor represent and warrant that they have had the opportunity to be or have been represented by counsel of their own choosing in connection with entering this Stipulation under the terms and conditions set forth herein, that they have read this Stipulation with care and are fully aware of and represent that they enter into this Stipulation voluntarily and without duress.

28. The parties agree that the Court shall retain jurisdiction of this matter until this Judgment is satisfied.

DATED: 8/22, 2016

**BAY AREA BALANCING AND
CLEANROOMS, INC.**

By: 

Mark Avila
RMO/CEO/President of Defendant Bay Area
Balancing and Cleanrooms, Inc.

DATED: 8/22, 2016

MARK AVILA

By: 

Mark Avila
Individually, as Defendant and Guarantor

DATED: _____, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: _____

Paul Steckel
Trustee of Plaintiffs' Trust Funds

DATED: _____, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: _____

Joseph Maraccini
Trustee of Plaintiffs' Trust Funds

DATED: _____, 2016

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION LOCAL
UNION NO. 104**

By: _____

Joseph Maraccini
Financial Secretary-Treasurer/Recording
Secretary for Sheet Metal Workers' International
Association Local Union No. 104

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27. Defendants/Guarantor represent and warrant that they have had the opportunity to be or have been represented by counsel of their own choosing in connection with entering this Stipulation under the terms and conditions set forth herein, that they have read this Stipulation with care and are fully aware of and represent that they enter into this Stipulation voluntarily and without duress.

28. The parties agree that the Court shall retain jurisdiction of this matter until this Judgment is satisfied.

DATED: _____, 2016

**BAY AREA BALANCING AND
CLEANROOMS, INC.**

By: _____

Mark Avila
RMO/CEO/President of Defendant Bay Area
Balancing and Cleanrooms, Inc.

DATED: _____, 2016

MARK AVILA

By: _____

Mark Avila
Individually, as Defendant and Guarantor

DATED: 9/12, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: _____

Paul Steckel
Trustee of Plaintiffs' Trust Funds

DATED: _____, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: _____

Joseph Maraccini
Trustee of Plaintiffs' Trust Funds

DATED: _____, 2016

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION LOCAL
UNION NO. 104**

By: _____

Joseph Maraccini
Financial Secretary-Treasurer/Recording
Secretary for Sheet Metal Workers' International
Association Local Union No. 104

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27. Defendants/Guarantor represent and warrant that they have had the opportunity to be or have been represented by counsel of their own choosing in connection with entering this Stipulation under the terms and conditions set forth herein, that they have read this Stipulation with care and are fully aware of and represent that they enter into this Stipulation voluntarily and without duress.

28. The parties agree that the Court shall retain jurisdiction of this matter until this Judgment is satisfied.

DATED: _____, 2016

**BAY AREA BALANCING AND
CLEANROOMS, INC.**

By: _____
Mark Avila
RMO/CEO/President of Defendant Bay Area
Balancing and Cleanrooms, Inc.

DATED: _____, 2016

MARK AVILA

By: _____
Mark Avila
Individually, as Defendant and Guarantor

DATED: _____, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: _____
Paul Steckel
Trustee of Plaintiffs' Trust Funds

DATED: Sept 6, 2016

**BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH
CARE PLAN, et al.**

By: _____
Joseph Maraccini
Trustee of Plaintiffs' Trust Funds

DATED: Sept 6, 2016

**SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION LOCAL
UNION NO. 104**

By: _____
Joseph Maraccini
Financial Secretary-Treasurer/Recording
Secretary for Sheet Metal Workers' International
Association Local Union No. 104

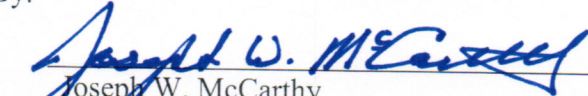
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1 APPROVED AS TO FORM:

2
3 DATED: 9-21, 2016

LAW OFFICES OF JOSEPH W. MCCARTHY
By:


Joseph W. McCarthy
Attorney for Defendants/Guarantor

5 SALTZMAN & JOHNSON LAW
6 CORPORATION

By:

7 DATED: , 2016

Erica J. Russell
Attorneys for Plaintiffs Boards of Trustees of
Sheet Metal Workers Local 104 Health Care
Plan, et al.

10 ALTSHULER BERZON LLP

11 By:

12 DATED: , 2016

Eileen B. Goldsmith
Attorneys for Plaintiff Sheet Metal Workers'
International Association Local Union No. 104

14 IT IS SO ORDERED.

15 IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall
16 retain jurisdiction over this matter.

17 DATED: __, 2016

18 UNITED STATES DISTRICT JUDGE

1 **APPROVED AS TO FORM:**

LAW OFFICES OF JOSEPH W. MCCARTHY

2 By:

3 DATED: , 2016

4 Joseph W. McCarthy
Attorney for Defendants/Guarantor

5 SALTZMAN & JOHNSON LAW
CORPORATION

6 By:

7 DATED: , 2016

8 Erica J. Russell
Attorneys for Plaintiffs Boards of Trustees of
9 Sheet Metal Workers Local 104 Health Care
Plan, et al.

10 ALTSHULER BERZON LLP

11 By:

12 DATED: *Sept 6*, 2016

13 *Zoe Paulitz* (for Eileen Goldsmith)
Eileen B. Goldsmith
Attorneys for Plaintiff Sheet Metal Workers'
International Association Local Union No. 104

14 IT IS SO ORDERED.

15 IT IS FURTHER ORDERED that the calendar in this matter is vacated, and that the Court shall
16 retain jurisdiction over this matter.

17 DATED: 10/11/2016

18 *Haywood S. Gull J.*
UNITED STATES DISTRICT JUDGE